

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF GREENBELT, MARYLAND  
and  
PRINCE GEORGE'S COUNTY, MARYLAND**

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum") is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ (the "Effective Date"), by and between PRINCE GEORGE'S COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland ("County") and the CITY OF GREENBELT, a municipal corporation of the State of Maryland, ("City") and the DEVELOPER of the Greenbelt Station subdivision, NVR MS CAVALIER GREENBELT LLC ("Developer") and the GREENBELT STATION MASTER ASSOCIATION, INC. ("HOA").

RECITALS:

A. In connection with its development of Greenbelt Station subdivision, the Developer has constructed the Greenbelt Station Parkway Bridge over Branchville Road (the "Bridge"), Roadway and the improvements incidental thereto from station 1+58.84 to 2+69.84 in accordance with DSP No. 04081, County Permit No. 1994-2007 and City of Greenbelt Permit No. 07-0576-C; and

B. The County has inspected the Bridge and is prepared to accept the maintenance of the Bridge based on provisions in this agreement; and

C. The Town of Berwyn Heights has agreed to allow the City to maintain that portion of Greenbelt Station Parkway (Sta. 0+71 to Sta. 1+58.84) and the County to maintain the Bridge right-of-way (Sta. 1+58.84 to Sta. 2+69.84) that is located within the corporate limits of the Town and the City and County have agreed to take future maintenance thereof subject to the provisions of this Agreement; and

D. The City and the County and the HOA have agreed to share responsibility of the future maintenance of the Bridge, Roadway and the improvements incidental thereto (collectively, the "Bridge Improvements") and are executing this Memorandum in order to set forth their respective obligations with respect to the future maintenance, repair and replacement of the Bridge and Roadway Improvements; and

E. The limits of the Bridge, Roadway and improvements incidental thereto that are the subject of this Memorandum are as set forth in Exhibit "D" subject to mutual modification by the Parties; and

F. The parties agree that this Memorandum will be of mutual benefit to all parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. After execution of this agreement, after the County's final acceptance of the bridge (County Permit No. 1994-2007) after conveyance of all right of way required, and after the developer secures a restoration permit and bond with the County, the County shall be responsible for maintaining, repairing and replacing those components of the Bridge and Roadway Improvements that are listed on Exhibit "A" attached hereto and incorporated herein.

2. After execution of this agreement, after the City's final acceptance of the roadway, and after the developer posts a maintenance bond with the City, the City shall be responsible for maintaining, repairing and replacing, as applicable, those components of the Bridge and Roadway Improvements that are listed on Exhibit "B" attached hereto and incorporated herein.

3. Beginning on the Date this agreement is executed, the HOA shall be responsible for maintaining, repairing and replacing, as applicable, those components of the Bridge and Roadway Improvements that are listed on Exhibit "C" attached hereto and incorporated herein.

4. To the extent that any maintenance or repair items are not listed as Exhibit "A" or Exhibit "B" or Exhibit "C" hereto, responsibility for such items shall be allocated as follows: (a) the County shall be responsible for maintenance, repair and replacement of all structural components of the Bridge Improvements, and (b) the City shall be responsible for all superficial maintenance of the Bridge Improvements, and (c) the HOA shall be responsible for maintenance, repair and replacement of all features described in this agreement that fall outside of the public right-of-way. If requested by either party to this Memorandum, the parties shall enter into an amendment to this Memorandum to confirm their respective responsibilities for any items not specifically set forth in Exhibit "A" or Exhibit "B" or Exhibit "C", consistent with the intent of the parties set forth in the preceding sentence. It is understood and agreed that the Town of Berwyn Heights shall not be responsible for the maintenance, repair, or replacement of the Bridge and Roadway Improvements or any portion thereof located within the corporate limits of the Town of Berwyn Heights.

5. Permits for oversize vehicles or other non-standard uses of the Bridge are subject to permit or other approval by the County with notice to the City.

6. In all events, the parties agree that Developer, its successors and assigns, shall have no obligations with respect to maintenance, repair or replacement of any portion of the Bridge Improvements, except for the punch list items required by the County prior to final acceptance of County Permit No. 55895-2016-0 and punchlist items required by the County prior to the County's final acceptance and closure of the Bridge Restoration Permit No. 55895-2016-0.

7. In all events, the parties agree that Developer, its successors and assigns, shall have no obligations with respect to maintenance, repair or replacement of any portion of the Bridge and Roadway Improvements, except for the punch list items required by the City of Greenbelt prior to final acceptance of Permit No. 07-0576-C and punchlist items required by the City prior to the City's final acceptance and closure of the Bridge and Roadway Maintenance Bond associated with Permit No. 07-0576-C.

8. This Memorandum may be modified or terminated only by written agreement between all parties.

9. The parties agree to cooperate in good faith with respect to any additional matters related to the Bridge and Roadway Improvements that are not addressed in this Memorandum.

10. No partnership or joint venture between the parties is created under this Memorandum and no party is authorized to bind the other party.

11. This Memorandum may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Electronic signatures shall be deemed valid to the same extent as originals. The persons executing this Memorandum represent that they are duly authorized so to do, and that this Memorandum is the legal, binding agreement of the party on whose behalf they have signed.

12. This Memorandum shall be construed and interpreted in accordance with the laws of the State of Maryland. The parties agree that any cause arising hereunder shall be subject to the jurisdiction of the Circuit Court of Prince George's County, Maryland.

13. The Recitals are incorporated herein by this reference as operative provisions of the Memorandum.

[SIGNATURE PAGES FOLLOW]

WITNESS:

PRINCE GEORGE'S COUNTY, MARYLAND

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_

I hereby certify that before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_ (name), \_\_\_\_\_ (title), and acknowledged that he/she is authorized to execute the above agreement for the reasons and purposes stated therein.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires

WITNESS:

CITY OF GREENBELT, MARYLAND

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_

I hereby certify that before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_ (name), \_\_\_\_\_ (title), and acknowledged that he/she is authorized to execute the above agreement for the reasons and purposes stated therein.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires

WITNESS:

NVR MS CAVALIER GREENBELT LLC  
(DEVELOPER)

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_

I hereby certify that before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_ (name), \_\_\_\_\_ (title), and acknowledged that he/she is authorized to execute the above agreement for the reasons and purposes stated therein.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires

WITNESS:

GREENBELT STATION MASTER  
ASSOCIATION, INC. (HOA)

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_

I hereby certify that before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_ (name), \_\_\_\_\_ (title), and acknowledged that he/she is authorized to execute the above agreement for the reasons and purposes stated therein.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires

ACKNOWLEDGEMENT AND CONSENT

The Town of Berwyn Heights hereby acknowledges this Memorandum, confirms that it has agreed to allow the City to maintain that portion of the bridge right-of-way that is located with the corporate limits of the Town and that the City has agreed to take future maintenance thereof subject to the provisions of this Agreement.

TOWN OF BERYN HEIGHTS, MARYLAND

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_

I hereby certify that before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_ (name), \_\_\_\_\_ (title), and acknowledged that he/she is authorized to execute the above agreement for the reasons and purposes stated therein.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires

**Exhibit "A"**

**Future Maintenance Items**  
**County Responsibility**

1.	Bridge structure including parapet walls (Limits defined as being up through the approach slabs on both sides hereinafter called "Bridge Structure limits") Sta 1+58.84 – Sta 2+69.84
2.	MSE wall and fencing and ornamental guard rail that exists within the Bridge Structure Limits Sta 1+58.84 to Sta 2+69.84
3.	Median within the limits of the Bridge Structure Limits - Sta 1+58.84 – Sta 2+69.84
4.	Guardrail W-Beam and anchorage to Bridge within the limits of the Bridge Structure Limits - Sta 1+58.84 – Sta 2+69.84
5.	Pavement Marking within the limits of the Bridge Structure Limits - Sta 1+58.84 – Sta 2+69.84
6.	Footing and Superstructure Concrete within the limits of the Bridge Structure Limits - Sta 1+58.84 – Sta 2+69.84
7.	Precast Box Beams within the limits of the Bridge Structure Limits - Sta 1+81.09 – Sta 2+47.59
8.	Approach Slabs within the limits of the Bridge Structure Limits - Sta 1+58.84 – Sta 2+69.84
9.	Concrete deck within the limits of the Bridge Structure Limits - Sta 1+81.09 – Sta 2+47.59
10.	Structural Deck Surface Repair within the limits of the Bridge Structure Limits - Sta 1+81.09 – Sta 2+47.59
11.	Sidewalk repair and replacement within the limits of the Bridge Structure Limits - Sta 1+58.84 – Sta 2+69.84
12.	Curb and gutter repair and replacement within the limits of the Bridge Structure Limits - Sta 1+58.84 – Sta 2+69.84
13.	Spot Painting/Staining within the limits of the Bridge Structure Limits - Sta 1+58.84 – Sta 2+69.84
14.	Inspection within the limits of the Bridge Structure Limits - Sta 1+58.84 – Sta 2+69.84

**Exhibit “B”**

**Future Maintenance Items**

**Responsibility by City**

1.	Roadway outside of limits of bridge structure and approach slabs on both sides of said bridge and within the public ROW up the State-maintenance limits for Greenbelt Road (hereinafter referred to as “City Maintenance Limits” – Sta 0+71 – Sta 1+58.84 and Greenbelt Station Parkway ROW beyond Sta 2+69.84
2.	Guardrail within the City Maintenance Limits – Sta 0+71 – Sta 1+58.84 and Greenbelt Station Parkway ROW beyond Sta 2+69.84
3.	Sidewalks within the City Maintenance Limits – Sta 0+71 – Sta 1+58.84 and Greenbelt Station Parkway ROW beyond Sta 2+69.84
4.	Curb and gutter within the City Maintenance Limits – Sta 0+71 – Sta 1+58.84 and Greenbelt Station Parkway ROW beyond Sta 2+69.84
5.	Street sweeping and snow removal within the City Maintenance Limits and on the bridge structure and approach slabs – Sta 0+71 – Greenbelt Station Parkway ROW beyond Sta 2+69.84
6.	Sidewalk cleaning and snow removal within the City Maintenance Limits and on the bridge structure and approach slabs – Sta 0+71 – Greenbelt Station Parkway ROW beyond Sta 2+69.84
7.	Street lights – maintenance, repair and replacement within the City Maintenance Limits and on the bridge structure and approach slabs
8.	Traffic Signage – maintenance, repair and replacement within the City Maintenance Limits and on the bridge structure and approach slabs– Sta 0+71 – Greenbelt Station Parkway ROW beyond Sta 2+69.84
9.	Superficial Deck Surface Repair - Wearing Surface – Sta 0+71 – Greenbelt Station Parkway ROW beyond Sta 2+69.84



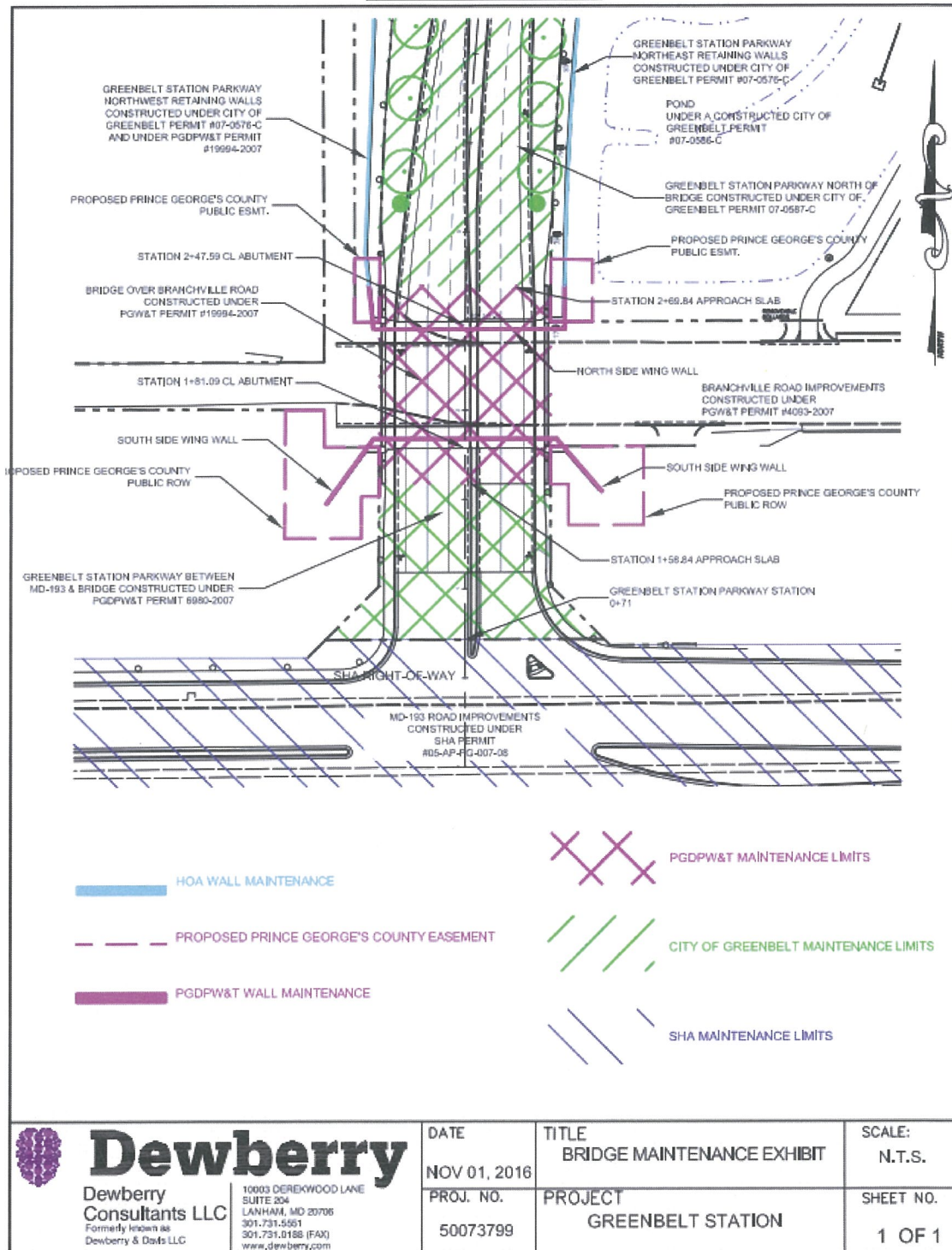
**Exhibit “C”**

**Future Maintenance Items**  
**HOA Responsibility**

1.	Street trees – planting, pruning and replacement within the County, City Maintenance Limits and on the bridge structure and approach slabs outside of the ROW – Sta 0+71 – beyond Sta 2+69.84
2.	Grass – planting, maintenance and replacement within the County, City Maintenance Limits and on the bridge structure and approach slabs – Sta 0+71 – beyond Sta 2+69.84
3.	Entrance Monuments – the entrance monuments, signs, structures and associated landscaping
4.	Retaining Walls – the retaining walls, associated ornamental guardrail and safety fencing outside of the ROW – beyond Sta 2+69.84

## Exhibit "D"

### Greenbelt Station – Bridge Maintenance Exhibit



**Dewberry**  
Dewberry Consultants LLC  
Formerly known as Dewberry & Davis LLC

10003 CREEKWOOD LANE  
SUITE 204  
LANHAM, MD 20706  
301.731.5551  
301.731.0188 (FAX)  
www.dewberry.com

DATE  
NOV 01, 2016  
PROJ. NO.  
50073799

TITLE  
BRIDGE MAINTENANCE EXHIBIT  
PROJECT  
GREENBELT STATION

SCALE:  
N.T.S.  
SHEET NO.  
1 OF 1